



# TENANCY AGREEMENT RESIDENTIAL PREMISES

THIS AGREEMENT is made the 15<sup>TH</sup> day of JUNE year 2018

BETWEEN the Owner described in the Schedule hereto ("the Owners") of the one part AND the Tenant described in the Schedule hereto ("the Tenant") of the other part.

### THE SCHEDULE

OWNER: Name: KATHLEEN F. SCHMAIT  
Address: 8 MURRAY WATERS BUD, S. YUNDERUP  
Telephone: 9537 7997, 0407 999 819

TENANT: Name: GREGORY BROUGH + ELIZABETH FAUX  
Address: 16 WILDATA CRT, GREENFIELDS  
Occupation: STOREMAN

THE PREMISES: Situated at: 16 WILDATA CRT, GREENFIELDS

OCCUPANTS: For use as a PRIVATE DWELLING and to be occupied by not more than Two persons.

THE TENANCY: (A) FIXED TERM or (B) PERIODIC (NOTE: A or B must be deleted)

**A** FIXED TERM: For a Term of SIX MONTHS  
Commencing the 16<sup>TH</sup> day of JUNE year 2018  
Terminating the 16<sup>TH</sup> day of DEC year 2018

**B** PERIODIC:  WEEKLY  FORTNIGHTLY  CALENDAR MONTHLY  
NOTE: If A is deleted one box at B must be ticked.

RENT: \$ 320 per \* week / fortnight / calendar month / quarterly.  
OUTGOINGS: \$ Other Utilities per \* week / fortnight / calendar month / quarterly.  
PAYMENT OF RENT: \$ 640 (SIX HUNDRED & FORTY) in advance.  
amount in words

The first payment whereof shall be payable on the Date of Commencement and thereafter on the MONDAY of each and every week / fortnight / calendar month / quarter.

PAYMENT OF SECURITY BOND: PRE-APPROVED HOUSING DEPT  
In one payment on the \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

\* Strike out whichever does not apply



WHEREBY IT IS AGREED AS FOLLOWS:-

## 1. TENANCY AGREEMENT

The Owner HEREBY LETS to the Tenant who HEREBY TAKES the premises situated and described in the Schedule together with the furniture and furnishings described in the Inventory hereinafter contained ("the Inventory") ("the Premises") for use and occupation as a dwelling to be occupied by no more than the number of persons described in the Schedule AND for the term described in the Schedule hereto ("the Term") and at the rental described in the Schedule hereto ("the Rent") which Rent and the Security Bond described in the Schedule ("the Security Bond") shall be payable in the manner described in the Schedule.

## 2. TENANT'S COVENANTS

The Tenant agrees with the Owner that during the Term and any extension or renewal of the Term the Tenant shall:-

- (a) pay the Rent free of deductions punctually and in the manner described in the Schedule thereto;
- (b) pay the charges for water consumption assessed on the premises, meter readings, all charges for telephone rental and calls made from the Premises and all electricity and gas consumed on the premises;
- (c) keep and maintain the Premises in a clean and sanitary condition and free from dust, oils, grease, insects and vermin and keep the same in good repair, order and condition (fair wear and tear excluded) in accordance with the Property Inspection Report signed by the Owner or the Owner's Managing Agent and the Tenant prior to the Date of Commencement (the signature whereof the Owner and the Tenant hereby confirm and admit). Any want of good repair, order and condition that may occur to the Premises during the term shall be promptly repaired and made good by the Tenant in a good and workmanlike manner after receipt by the Tenant of notice in writing in that regard from the Owner;
- (d) The Tenant's obligations under sub-clause (c) above shall apply to but shall not be limited to floors, walls, ceilings, windows, light fittings, light bulbs and fluorescent tubes and the furniture and fittings described in the Inventory, electrical and gas installations and appliances, hot water supply, toilets, sinks and drains, swimming pool and equipment and all other fixtures or appliances described in the Property Inspection Report;
- (e) Not to keep or allow any animals, birds or other pets to come onto or in or about the Premises without the prior consent in writing of the Owner;
- (f) Keep and regularly maintain the lawns, gardens, shrubs and trees and the ground of the Premises well watered, tidy and free from rubbish and weeds and in all respects in a good and tenable state of repair, order and condition and to fertilize and cut the lawns as required from time to time;
- (g) Not without the prior consent in writing of the Owner:-
  - (i) make or permit to be made any alteration or addition to the Premises or any part thereof;
  - (ii) cut, alter or injure any of the walls, timbers or floors of the Premises nor remove, cut down any plants, trees or shrubs in the Premises;
  - (iii) place any sign on the Premises or paint the Premises or drive any nails or screws into or deface any part of the Premises;
  - (iv) erect add or alter any locks on or in the Premises or any other device installed therein for rendering the Premises reasonably secure;
- (h) Comply with any rules laid down in respect of the premises by the owner or by the Body Corporate if the Premises is comprised in or is part of the Strata Plan;
- (i) Not to transfer, assign, sublet or part with possession of the Premises or any part thereof without the Owners prior consent in writing first had and obtained PROVIDED THAT the Owner shall not make any charge for such consent other than reasonable expenses incurred of and incidental thereto;
- (j) Make good any damage done to the Premises by the Tenant or the Tenant's servants, agents, invitees or contractors and pay for any damage where insurance monies shall have been rendered irrecoverable by some act or omission or default on the part of the tenant or where any damage has been caused by the negligence of the Tenant or the Tenant's servants, agents, invitees or contractors;
- (k) Not carry on or do or suffer to be carried on or done in or upon the Premises or any part thereof any noxious or offensive act, trade, business or calling nor anything which is or may be for any illegal or immoral purposes nor allow to be done any act or omission the result of which may be or become a nuisance;
- (l) Notify the Owner of any damage or defect or disrepair to the Premises promptly but in any event within seventy two (72) hours of the occurrence thereof;
- (m) Indemnify and keep indemnified and compensate the Owner for all claims, actions, suits, damages, costs and interest for loss and or damage to the Premises or to any person lawfully on or in the Premises or a breach of a provision hereof by the Tenant or by a person lawfully on the premises;
- (n) At the end of the Term or sooner termination of the tenancy deliver up the Premises in a good and tenable state of repair (fair wear and tear excluded) and to make good any damage to the Premises occasioned during the Term AND to deliver to the Owner any keys to the Premises in the Tenant's possession at such time. If the Tenant fails to comply with the provisions of this sub-clause then the Owner may remedy any default of the Tenant without prejudice to the Owner's rights pursuant to this Tenancy Agreement and any expense so incurred by the Owner shall be recoverable by the Owner as and by way of liquidated damages from the Tenant;
- (o) The Tenant shall not fail or refuse to pay any rent due under this agreement with the intention that the amount of such rent may be recovered by the owner from the security bond. (This is an offence in accordance with section 52 of the Residential Tenancies Act of 1987 and is subject to a maximum penalty of \$1,000.00).

## 3. OWNER'S COVENANTS

The Owner agrees with the Tenant that the Owner shall during the Term hereof:-

- (a) give possession of the Premises to the Tenant on the Date of Commencement in a condition reasonably fit for use as a residence;
- (b) pay all rates, taxes and outgoings of an annual nature (including but not limited to Municipal rates, water rates, land tax, metropolitan Region Improvement Tax) assessed on or against the Premises unless it has been agreed in writing by both parties that the tenant will pay the aforesaid taxes and outgoings. Water consumption charges will be paid by the Tenant in accordance with the provisions of clause 2(b) hereof;
- (c) provide the Tenant with a copy of this Agreement on or prior to the Date of Commencement and to supply the Tenant with a stamped copy of this Agreement as soon as practicable after stamping thereof by the Owner;



- (d) insure and keep insured the Premises to the full insurable value thereof against loss or damage by fire, storm, tempest and such other risks as are usually insured against by prudent landowners in fire insurances for premises of a like nature to the Premises;
- (e) the Tenant duly and punctually paying the rent hereby reserved and observing and performing the covenants herein contained or implied on the part of the tenant to be observed and performed shall peaceably hold and enjoy the Premises during the Term without any interruption by the Owner or any person claiming under or in trust for the Owner;
- (f) pay Body Corporate levies (if any) assessed or imposed on the Premises;
- (g) at the Date of Commencement ensure that the external doors and windows contain locks and catches here required and in good working order and condition to provide the Premises in reasonable secure state;
- (h) not cause or permit any interference with the reasonable peace, comfort and privacy of Tenant in the use of the Premises in accordance with the terms hereof;

#### 4. MUTUAL COVENANTS

The Owner and Tenant MUTUALLY AGREE as follows:-

- (a) To comply with the provisions of the Residential Tenancies Act 1987, the Residential Tenancies Amendment Act 1988 and the Residential Tenancies Regulations 1989, Real Estate Legislation Amendment Act 1995, except for the written exclusions or amendments herein;
- (b) Prior to the commencement of the tenancy the Owner or his Agent shall inspect the premises and make a record of their condition, noting their cleanliness and state of repair and the working order of appliances. The Owner or his Agent shall immediately sign and deliver two copies of the inspection record to the Tenant. The Tenant shall check the record, noting any discrepancy, and sign and return one copy to the Owner or his Agent within seven (7) days. Failure by the Tenant to return a signed copy of this Inspection Record noting any variations will render the unsigned Inspection Record as the true condition of the premises and the basis of this agreement for security bond purposes.
- (c) The Security Bond is to secure the Owner against any failure by the Tenant to comply with those conditions of the tenancy relating to the care or repair of the premises or the payment of rent or charges. In the event of such failure the Owner is entitled to apply the Security Bond wholly or in part to any loss or damage sustained and to claim payment accordingly.
- (d) The Tenant shall without delay and in a proper and tenantable manner repair any damage to the Premises occasioned or caused or resulting from any negligence by the Tenant or any person on the Premises with the consent of the Tenant AND apart from such repairs effected by the Tenant, the Owner shall without delay carry out all reasonable repairs to the Premises relating to the Tenant's ordinary use and occupation thereof in accordance with the provisions of this agreement taking into account in all events the state and condition thereof at the Date of Commencement.
- (e) (i) The Owner shall respect the Tenant's right to privacy.  
(ii) The Tenant shall allow access to the Owner and his Agent:-  
(a) When it is reasonable that they should view the condition of the Premises or carry out repairs, or;

- (b) to erect 'to Let' signs and show the premises to intending Tenants, after notice terminating the agreement has been given, or;
- (c) to erect 'for Sale' signs and to show the premises to intending purchasers, after the Owner has given the Tenant notice of his wish to sell;  
(iii) The Owner shall give the Tenant reasonable notice of the time and date for such access. As far as possible such shall be convenient for both parties and shall in all events be between 9am and 8pm on any day except Sunday or any public holiday;
- (iv) The Owner may have access at any time with the consent of the Tenant or without such consent in the case of an emergency;
- (f) The Owner or his Agent shall have the right to re-enter the Premises forthwith if they have been abandoned without giving notice or if in the opinion of the Owner or his Agent the Premises reasonably appear to have been abandoned;
- (g) The Tenant shall pay all reasonable costs relating to the written Tenancy Agreement and its preparation and any subsequent renewal of the written Tenancy Agreement and its preparation, including the stamp duty;
- (h) The Owner shall pay all costs relating to his management of the premises;
- (i) Where the premises are a strata unit (being a lot the subject of a Strata Plan);  
(i) the Owner shall within seven (7) days of the Date of Commencement, provide the Tenant with a copy of the by-laws (if any) for the time being in force in respect of the Body Corporate of the Strata Plan, and;  
(ii) the Tenant (being the occupier of a lot) shall from the Date of Commencement comply with those by-laws so far as the said by-laws apply to the occupier of the said lot;
- (j) (i) the word 'Owner' includes the heirs, executors, administrators and assigns of the Owner, or if a corporation, its successors and assigns and where the context permits includes the Owner's Agent;  
(ii) the word 'Tenant' includes the executors, administrators and permitted assigns of the Tenant or if a corporation its successors and assigns;  
(iii) The word 'month' shall mean calendar month;  
(iv) Where the context permits, words expressed in the singular include the plural and vice versa, words expressed in the masculine gender include the feminine or neuter (as the case may require), and words referring to a person include a company.  
(vi) Where two or more tenants or Owners are parties, the conditions of the agreement shall bind them jointly and individually.

#### 5. END OF TENANCY AGREEMENT

The Owner and tenant hereby agree that a minimum of 21 days written notice will be given Party to Party (only prior the terminating date, as specified under SCHEDULE, Page 1) specifying the intention of extension, renewal or vacating of the premises.



# SPECIAL CONDITIONS

- SMOKING IS NOT PERMITTED INSIDE, BUT IS ACCEPTED ON THE COVERED SIDE PATIO.
- NO PETS WITHOUT WRITTEN AUTHORIZATION.
- NO VERBAL AGREEMENTS HAVE BEEN OR WILL BE ENTERED INTO
- OWNERS WILL NOT WARRANT OR MAINTAIN DUCT AIR CONDITIONING SYSTEM.
- OWNERS REMIT THE FIRST WEEKS RENT, AS A THANKS FOR TENANTS' HELP, AND FOR THEIR ACCEPTANCE OF HOUSE + GARDENS 'AS IS'

SIGNED by the Owner  
the Owner's Agent

*[Signature]*

<b>DISBURSEMENT</b>	
Security Bond.....	\$.....
Rent paid to...../...../.....	\$.....
Letting Fee.....	\$.....
Stamp Duty.....	\$.....
Pet Bond.....	\$.....
Sub Total.....	\$.....

Signed in the presence of (witness)

*[Signature]*

SIGNED by the Tenant/s

*[Signature]*

Signed in the presence of (witness)

*[Signature]*

Balance Owning..... \$.....  
Receipt No.....

True copy of:

1) The Tenancy Agreement

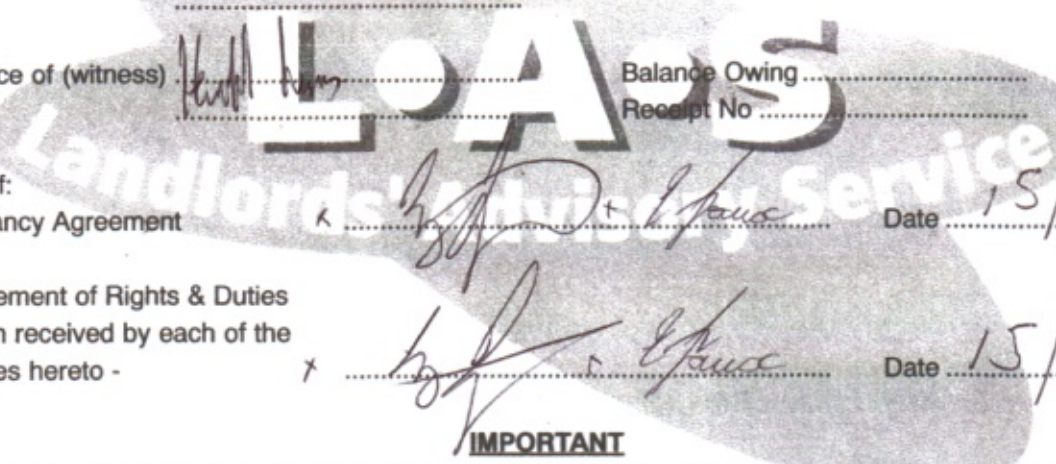
*[Signature]* + *[Signature]*

Date 15/6/18

2) The Statement of Rights & Duties Has been received by each of the signatories hereto -

*[Signature]* + *[Signature]*

Date 15/6/18



### IMPORTANT

The signatory/ies must be aware that in accordance with section 82.3 of the Residential Tenancies Act 1987 Sections 38, 39, 40, 41, 42, 43, 45, 46, 47, 48, 49, 50, 55, may have been excluded, modified or restricted in this document and the terms and conditions set out herein are those which will apply during this tenancy or any subsequent extension.

### ATTENTION

THIS IMPORTANT NOTICE IS FOR THE INFORMATION OF TENANTS AND DOES NOT FORM ANY PART OF THIS CONTRACT. If a Tenant wishes to vacate the premises before the end of the tenancy he may apply to the Agent for permission which MAY be granted on the following conditions.

- |   |  |
|---|--|
| <p>A. The Tenant will Pay:</p> <ol style="list-style-type: none"> <li>1. The rent and all other outgoings on the property until it is relet on behalf of the Owner.</li> <li>2. Any costs reasonably incurred by the Owner in respect of the reletting of the premises including -             <ul style="list-style-type: none"> <li>(a) Reimbursement to the Owner of the unexpired portion of the letting fee charged at the commencement of the Tenancy; and</li> <li>(b) Reimbursement to the Owner for the cost of the inspection / inventory fee.</li> </ul> </li> <li>3. Advertising costs - which are to be paid in advance.</li> <li>4. The costs of the upkeep of the property until it is relet.</li> </ol> | <p>B. In the event of the property not being relet before the expiry of his tenancy, the Tenant remains responsible for</p> <ol style="list-style-type: none"> <li>1. The rent and all other outgoings on the property until the expiry date;</li> <li>2. All upkeep expenses to expiry date.</li> </ol> |
|---|--|

ACKNOWLEDGED (TENANTS).....

DATE.....